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BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
FIRST-CLASS PACKAGE SERVICE CONTRACT 45
(MC2016–96)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2016-121

USPS NOTICE OF AMENDMENT TO FIRST-CLASS PACKAGE SERVICE CONTRACT 45, FILED UNDER SEAL (February 10, 2020)

The Postal Service hereby provides notice that the terms of First-Class Package Service Contract 45, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to First-Class Package Service Contract 45 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one business day following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of First-Class

Package Service Contract 45. Therefore, the supporting financial documentation and

financial certification initially filed in this docket remain applicable. The Postal Service

hereby incorporates by reference the Application for Non-Public Treatment originally

filed in this docket, for the protection of the customer-identifying information that has

been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

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ATTACHMENT A TO REQUEST REDACTED AMENDMENT TO FIRST-CLASS PACKAGE SERVICE CONTRACT 45

AMENDMENT #2 OF SHIPPING SERVICES CONTRACT BETWEEN THE UNITED STATES POSTAL SERVICE

AND

REGARDING FIRST-CLASS PACKAGE SERVICE

WHEREAS, the United States Postal Service ("the Postal Service") and ("Customer") entered into a Shipping Services Contract regarding First-Class Package Service, Contract 45/Docket No. CP2016-121 on February 19, 2016.

WHEREAS, the Parties desire to amend the terms in Section III of the Contract.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective one business day following the day on which the Commission issues all necessary regulatory approval.

Replace Section III in its entirety, as follows:

III. Expiration Date and Termination

- A. This Contract shall expire on April 28, 2020 unless (1) terminated by either Party without penalty with thirty (30) calendar days' notice to the other Party in writing; (2) renewed by mutual agreement in writing; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.
- B. Termination. Each Party reserves the right to terminate the Contract for convenience, without penalty, with thirty (30) calendar days' written notice to the other Party. Each Party may terminate the Contract in its entirety upon written notice of the other Party breaches any material term of this Contract and fails to cure such breach within thirty (30) calendar days after receipt by the breaching Party of written notice from the non-breaching Party describing such breach. The right to terminate shall be in addition to and shall not be in lieu of any other remedies available to the Parties hereunder or by law.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed as of the later date below:

JNITED STATES POSTAL SERVICE
DocuSigned by:
Signed by: Timothy K. Costello
2B95E1CA9FF2448
Printed Name: Timothy R. Costello
Fitle: Vice President Sales
2/6/2020
Date:

